

1 GARRY L. MONTANARI, State Bar No. 89790  
2 MICHAELIS, MONTANARI & JOHNSON, P.C.  
3 4333 Park Terrace Drive, Suite 110  
Westlake Village, CA 91361  
Telephone No.: (818) 865-0444

4 Attorneys for Defendant  
5 HELICOPTER SUPPORT, INC.

6

7

8 UNITED STATES DISTRICT COURT  
9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10

11 CROMAN CORPORATION, an Oregon ) CASE NO.: S-05-575 GEB JFM  
corporation, ) Judge Garland Burrell, Jr.  
12 Plaintiff, )  
13 vs. )  
14 GENERAL ELECTRIC COMPANY; )  
SIKORSKY AIRCRAFT )  
CORPORATION; HELICOPTER )  
SUPPORT, INC., a Connecticut )  
corporation; UNITED TECHNOLOGIES )  
CORPORATION, a Delaware corporation; )  
and ROTAIR INDUSTRIES, INC., )  
15 Defendants. )  
16  
17  
18  
19  
20

21 **AGREEMENT AGAINST  
UNAUTHORIZED USE OR  
DISCLOSURE OF  
CONFIDENTIAL MATERIALS  
AND STIPULATED  
PROTECTIVE ORDER**

22 This **AGREEMENT AGAINST UNAUTHORIZED USE OR DISCLOSURE OF**  
23 **CONFIDENTIAL MATERIALS AND STIPULATED PROTECTIVE ORDER** (hereinafter  
24 referred to as the “**AGREEMENT**”) is entered into on February 28, 2006 by CROMAN  
25 CORPORATION (hereinafter referred to as “**CROMAN**”), SIKORSKY AIRCRAFT  
26 CORPORATION, HELICOPTER SUPPORT, INC., and UNITED TECHNOLOGIES  
27 CORPORATION (hereinafter collectively referred to as “**SIKORSKY**”), ROTAIR INDUSTRIES,  
28 INC. (hereinafter referred to as “**ROTAIR**”) and GENERAL ELECTRIC COMPANY (hereinafter  
referred to as “**GE**”) (collectively “**the Parties**”).

1           Whereas CROMAN has sued SIKORSKY, ROTAIR and GE in United States District  
2 Court, Eastern District of California, in Action No. S-05-0575 GEB-JFM, entitled Croman  
3 Corporation, Plaintiff v. General Electric Company., et al. Defendants (hereinafter referred to as the  
4 “LITIGATION”); and

5           Whereas the Parties desire to protect and preserve confidential materials that may be  
6 produced in the course of the LITIGATION;

7           NOW THEREFORE, it is hereby stipulated and agreed by and between the Parties  
8 and counsel for the Parties to this AGREEMENT that, unless provided otherwise by written  
9 agreement of the Parties or court order, the terms and conditions of this AGREEMENT shall be  
10 applicable to and govern documents and other tangible things produced by the Parties in the  
11 LITIGATION in response to requests for production, including notices requiring production of  
12 documents by experts designated by any party to the AGREEMENT.

13           The Parties further covenant as follows:

14           1.       Designations of “CONFIDENTIAL” Materials.

15           The Parties shall have the right to designate as “CONFIDENTIAL” those documents  
16 or things each believes in good faith constitute or embody matter used by it in or pertaining to its  
17 business, which matter is not generally known and which the designating party would not voluntarily  
18 reveal to third parties or would cause third parties to maintain in confidence. ALL PARTIES shall  
19 also have the right to designate as “CONFIDENTIAL SUBJECT TO EXPORT CONTROL” those  
20 documents or things each believes in good faith constitute or embody matter subject to the  
21 International Traffic in Arms Regulations (“ITAR”), Subchapter M, Title 22, Code of Federal  
22 Regulations, Parts 120 through 130 (22 CFR 120-130) and/or the Export Administration Regulations  
23 (“EAR”), Subchapter C, Title 15, Code of Federal Regulations, Parts 730 through 774 (15 CFR 730-  
24 774) (hereinafter referred to as “the U.S. Export Regulations”). As used herein, “CONFIDENTIAL”  
25 shall refer to both materials marked CONFIDENTIAL or CONFIDENTIAL SUBJECT TO EXPORT  
26 CONTROL unless otherwise specifically provided.

27           2.       Restriction on Disclosure of Designated Materials.

28           No document or things designated CONFIDENTIAL pursuant to paragraph 1 and 3

1 of this AGREEMENT shall be disclosed to any person or entity except as set forth in this  
2 AGREEMENT. No person shall use any material designated CONFIDENTIAL for any purpose  
3 other than to assist counsel of record in this action in the preparation and trial of this action or as  
4 specifically set forth in paragraphs 5(f) and/or 6. No copies of designated materials shall be made  
5 except by or on behalf of counsel of record for the Parties to the above captioned matter or those  
6 specifically authorized in paragraphs 5(f) and/or 6.

7           In the case of materials marked CONFIDENTIAL SUBJECT TO EXPORT  
8 CONTROL, the Parties understand that such documents are believed by the producing party to be  
9 covered by the U.S. Export Regulations and such documents may not be disclosed or disseminated  
10 to, or shared with any non-U.S. citizen without any required express approval of the federal  
11 government of the United States. Prior to the disclosure, dissemination or sharing of materials  
12 marked as CONFIDENTIAL SUBJECT TO EXPORT CONTROL with anyone not a U.S. citizen,  
13 it shall be the responsibility of the party seeking to disclose, disseminate or share such material to  
14 obtain any necessary government approval. The PARTIES understand that violations of U.S. Export  
15 Regulations are punishable by both civil and criminal penalties which may be severe. The  
16 undersigned counsel who will receive the CONFIDENTIAL materials produced in this LITIGATION  
17 stipulate and affirm that they are citizens of the United States and agree that it is their responsibility  
18 to comply with U.S. Export Regulations and no documents marked as CONFIDENTIAL SUBJECT  
19 TO EXPORT CONTROL shall be disclosed or disseminated to or, shared with any non-U.S. citizen  
20 and no other things so marked, or in a container so marked, will be provided to any non-U.S. citizen  
21 without obtaining any necessary approval from the federal government .

22           3.       Marking of Designated Materials.

23           Documents produced by CROMAN, SIKORSKY, ROTAIR or GE (hereinafter  
24 referred to as the "Producing Party") which the Producing Party wishes to protect against  
25 unauthorized disclosure or use shall be marked by placing the legend "CONFIDENTIAL" or  
26 "CONFIDENTIAL SUBJECT TO EXPORT CONTROL" or an equivalent marking on each page  
27 of the document. All documents to be so designated shall be marked prior to the provision of a  
28 physical copy thereof to the receiving party. The designation of any thing as to which inspection or

1 sampling has been requested shall be made by placing a legend in the form described above on the  
2 thing or on the container within which it is produced.

3                  4.        Filing and Use of Designated Materials.

4                  (a)      CONFIDENTIAL materials shall not be filed with the Court unless  
5 it is necessary to do so for purposes of trial, motions for summary judgment, other motions, or  
6 appeals. The party seeking to use all such CONFIDENTIAL materials shall file them with the Clerk  
7 of the Court in sealed envelopes or other appropriately sealed containers on which shall be endorsed  
8 the caption of this action, an indication of the nature of the contents of the sealed envelope or  
9 container, the identity of the party filing the materials, the statement "CONFIDENTIAL-SUBJECT  
10 TO PROTECTIVE ORDER", and a statement substantially in the following form:

11                 This envelope (container) contains documents (things) subject to a PROTECTIVE ORDER  
12 entered in this action. It is not to be opened nor the contents thereof displayed, revealed or made  
13 public, except by written order of the Court.

14                 In the event that any CONFIDENTIAL material is used in any court proceeding in connection  
15 with this litigation, it shall not lose its CONFIDENTIAL status through such use.

16                  (b)      CONFIDENTIAL material may be used at deposition pursuant to this  
17 subparagraph. The transcript of the designated testimony shall be bound in a separate volume  
18 marked by the reporter as Confidential. The CONFIDENTIAL material may only be used in the  
19 presence of the Parties and persons who have agreed to be bound by this AGREEMENT. After time  
20 for correction of deposition has expired, the Court Reporter shall not retain a copy of any  
21 CONFIDENTIAL materials, or material containing confidential information. The Producing Party  
22 seeking to protect CONFIDENTIAL materials at the deposition shall notify the Court Reporter of  
23 this AGREEMENT, and shall notify the Court Reporter and all Parties within thirty (30) days of  
24 receiving the deposition transcript of those portions of the deposition transcript that are to be treated  
25 as CONFIDENTIAL.

26                 The deposition transcript containing CONFIDENTIAL information shall be sealed.  
27 No CONFIDENTIAL material, or portions of any deposition transcript designated as  
28 CONFIDENTIAL as discussed above, shall be provided to any person other than those designated

1 under paragraph 5 below except upon further written approval of the Producing Party or court order.  
2 Those portions of a transcript that are not designated CONFIDENTIAL shall not be subject to the  
3 procedures described in this AGREEMENT pertaining to the use and disclosure of CONFIDENTIAL  
4 material.

5           5.       Access to CONFIDENTIAL materials.

6           Information designated as CONFIDENTIAL as opposed to CONFIDENTIAL  
7 SUBJECT TO EXPORT CONTROL, can only be shown, made available, or communicated to the  
8 following persons or entities:

9               (a)      the outside and in-house counsel working on this action on behalf of  
10 any party to this action, and all assistants and stenographic and clerical employees working under  
11 the direct supervision of such counsel;

12               (b)      the Parties to this action and the principals, officers, agents and  
13 employees of a party whose assistance is required in the preparation of this case for trial and who  
14 must have access to the materials to render assistance in that preparation;

15               (c)      any person not employed by a party who is expressly retained by a  
16 party to this action or any attorney described in paragraph 5(a) to assist in the litigation of this action,  
17 with disclosure of CONFIDENTIAL materials only to the extent necessary to perform such work;

18               (d)      court reporters and any person who is deposed about or is the author  
19 or recipient of the CONFIDENTIAL materials of whom testimony is taken, except that such persons  
20 may be shown copies of CONFIDENTIAL materials only during such testimony and may not retain  
21 any CONFIDENTIAL material or copies thereof;

22               (e)      the Court or its staff in connection with the Court's administration and  
23 adjudication of this action; and

24               (f)      with regard to SIKORSKY, ROTAIR or CROMAN documents only,  
25 those individuals and entities who meet the descriptions set forth in sub-paragraph's 5(a), (b), (c),  
26 (d) and (e) for the *In re Helicopter Crash Near Wendale Creek, British Columbia on August 8, 2002,*  
27 (U.S. District Court, District of Connecticut, Case No. 3:04 MD 1649 (SRU)) ("CONNECTICUT  
28 ACTION") and *Croman Corporation v. Sikorsky Canada, Inc, et al.* (Supreme Court of British

1 Columbia, Vancouver Registry No. S044372) (“BC ACTION”) suits in which The Rosen Law Firm  
2 has appeared as co-counsel for CROMAN. Dissemination of CONFIDENTIAL materials pursuant  
3 to this sub-paragraph to those individuals and entities involved in the CONNECTICUT ACTION  
4 and BC ACTION shall be as follows: (1) CONFIDENTIAL materials will only be used for the  
5 purpose of litigating the CONNECTICUT ACTION and BC ACTION; (2) if SIKORSKY or  
6 ROTAIR are dismissed, or if plaintiffs agree to dismiss one or more of these parties, from either the  
7 CONNECTICUT ACTION and BC ACTION, dissemination of dismissed entities CONFIDENTIAL  
8 materials will cease in that suit(s); (3) CONFIDENTIAL materials will be disseminated in the  
9 CONNECTICUT ACTION and BC ACTION by SIKORSKY’s and ROTAIR’s counsel of record  
10 after counsel for each of the other parties in those actions has received a copy of this AGREEMENT  
11 and has agreed to be bound by the terms of this AGREEMENT; and (4) each CONFIDENTIAL item  
12 disseminated under this sub-paragraph will be marked with a Bates Number and such BATES  
13 Numbers will remain on all such CONFIDENTIAL material when used in the CONNECTICUT  
14 ACTION and BC ACTION. CONFIDENTIAL materials produced by GE in this LITIGATION shall  
15 not be disseminated or used in the CONNECTICUT ACTION or BC ACTION as GE is not a party  
16 to those actions.

17       6. In this LITIGATION and the CONNECTICUT ACTION, information  
18 designated as CONFIDENTIAL SUBJECT TO EXPORT CONTROL may be disclosed or provided  
19 to U.S. citizens only who meet the descriptions set forth in sub-paragraph 5(a) through 5(e) above.  
20 No such information may be disclosed or provided to a non-U.S. citizen unless the party seeking to  
21 disclose or disseminate such material obtains any required express approval from the federal  
22 government of the United States to disclose information to a non-U.S. citizen. Documents  
23 designated as CONFIDENTIAL SUBJECT TO EXPORT CONTROL may not be made available  
24 in the BC ACTION.

25       7. Undertakings of Persons Receiving Designated Materials.

26       In no event shall any material designated CONFIDENTIAL be disclosed to any  
27 person (except those described in 5(d) and 5(e)) until that person has executed a written declaration  
28 in the form attached hereto as Exhibit A, acknowledging that he or she has read a copy of this

1 AGREEMENT and agrees to be bound thereby. In the event of depositions of third party witnesses  
2 (not including present employees of any of the defendants) at which CONFIDENTIAL documents  
3 or things are to be shown or revealed to the deponent, the party seeking to use such materials shall  
4 request that said deponent execute a written declaration in the form attached hereto as Exhibit A.  
5 Unless such a declaration is obtained, CONFIDENTIAL materials shall not be disclosed to the  
6 deponent. However, documents designated by a defendant as CONFIDENTIAL may be used at a  
7 deposition of that defendant's former employees even if the deponent refuses to sign such a  
8 declaration. Counsel of record for each party to this action shall be responsible for maintaining a file  
9 of all such declarations. Each party's counsel and retained experts who have access to  
10 CONFIDENTIAL materials will execute a written declaration in the form attached hereto as Exhibit  
11 A. The file of the signed declarations shall be available for inspection upon reasonable notice of  
12 opposing counsel after the action has been dismissed or judgment has been entered.

13           8.       Right to Additional Safeguards.

14           This AGREEMENT is without prejudice to each Producing Party's right to request,  
15 by noticed motion, a more restrictive level of confidentiality for any information that it considers  
16 more highly confidential and/or sensitive. This AGREEMENT is also without prejudice to each  
17 Parties' right to seek to expand the scope of those who may have access to CONFIDENTIAL  
18 materials through an appropriate court order.

19           9.       Limitations Upon Scope of AGREEMENT.

20           Nothing contained in this AGREEMENT shall affect the right of the Producing Party  
21 to disclose or use for any purpose the documents or things produced and designated by it as  
22 CONFIDENTIAL. This AGREEMENT shall not limit or affect the rights of any party to use or  
23 disclose any documents or things that have not been obtained through, or derived as a result of, this  
24 action. This AGREEMENT is also without prejudice to each party's right to contest, pursuant to  
25 paragraph 12, that documents or things were inappropriately designated as CONFIDENTIAL.

26           10.      Clerk to Return Designated Materials.

27           Upon final adjudication (including any appellate proceedings) of the claims at issue  
28 in this action, or upon such earlier order as the Court may enter pursuant to a duly noticed motion

1 and hearing, the Parties shall request that the Clerk of the Court return to each party all of materials  
2 designated CONFIDENTIAL that have been filed with the Court by that party.

3                   11. Disposition of Designated Materials at End of Case.

4                   Within sixty (60) days of the final adjudication (including any appellate proceedings)  
5 or other final disposition of the claims at issue herein, counsel for each party to this action shall serve  
6 upon all other Parties a statement setting forth the name and last known address of each person to  
7 who access to any CONFIDENTIAL information has been made available. Unless otherwise agreed  
8 to in writing by an attorney of record for the Producing Party, each party shall then either (1)  
9 assemble and return all designated material in its possession, including all copies thereof, to the  
10 Producing Party or (2) certify in writing that all such material has been destroyed. The Producing  
11 Party shall acknowledge in writing the receipt of the returned material.

12                  12. Use of Confidential Material.

13                  The inadvertent failure to initially designate information as CONFIDENTIAL in  
14 accordance with this AGREEMENT shall not preclude the Producing Party, at a later date, from  
15 designating any information CONFIDENTIAL. The Producing Party may, by written notice to  
16 counsel of record for the receiving party or parties, designate previously produced information as  
17 CONFIDENTIAL which it had inadvertently failed to designate as CONFIDENTIAL. Upon receipt  
18 of such notice, the receiving party shall promptly mark, or permit the Producing Party to mark, its  
19 copies of the material accordingly, shall thereafter treat the information as it if has been designated  
20 CONFIDENTIAL, shall restrict the disclosure or use of such information to only those persons  
21 qualified pursuant to this AGREEMENT, and, if such information has previously been disclosed to  
22 persons not qualified pursuant to this AGREEMENT, shall take reasonable steps to obtain all such  
23 previously disclosed information and advise such persons to treat the designated materials  
24 confidentially as though originally so designated.

25                  13. Disagreements Concerning Designation.

26                  Any party objecting ("Objecting Party") to a designation of documents or things as  
27 CONFIDENTIAL shall notify the Producing Party. All objections by an Objecting Party shall state  
28 in writing the specific grounds for its objections as to the confidential treatment of the material. The

1 Objecting Party and Producing Party shall promptly confer in an attempt to resolve their differences.  
2 If they are unable to resolve their differences in good faith within ten (10) days of receipt of the  
3 objection, the Producing Party shall file a motion with the Court with respect to the information at  
4 issue within thirty (30) days after communication of the objection. The information at issue shall  
5 be treated as confidential unless and until the Court decides otherwise. The Producing Party shall  
6 bear the burden of proving that the information is confidential and entitled to protection. If the  
7 Producing Party does not request a ruling within the allotted time, the information shall be deemed  
8 to be non-confidential.

## 14. Duration.

10 The confidentiality obligations imposed by this AGREEMENT shall remain in effect  
11 unless otherwise ordered by the Court.

12            Each of the undersigned counsel certifies to the contents of this AGREEMENT  
13 insofar as it represents the position or statement or his/her client(s) and covenants to abide by its  
14 terms.

## 15. Breach.

Breach of this agreement by any party may subject that party and its counsel to contempt, sanctions, issue preclusion, and/or a combination thereof as may be ordered by the court.

19 Date THE ROSEN LAW FIRM  
20 Steve O. Rosen, Esq.  
21 Attorneys for Plaintiff Croman Corporation  
22 3/3/06 /s/ John M. O'Brien  
23 Date JOHN M. O'BRIEN & ASSOCIATES, P.C.  
24 John M. O'Brien, Esq.  
Attorneys for Plaintiff Croman Corporation  
25  
26 March 2, 2006 /s/ Garry L. Montanari  
27 Date MICHAELIS, MONTANARI & JOHNSON, P.C.  
28 Garry L. Montanari, Esq.  
Attorneys for Defendants Sikorsky Aircraft  
Corporation, Helicopter Support, Inc. and United  
Technologies Corporation

1  
2 3/7/06 /s/ Mitchell Kallet  
Date KERN AND WOOLEY LLP  
3 Mitchell Kallet, Esq.  
4 Attorneys for Defendant Rotair Industries, Inc.  
5  
6 3/2/06 /s/ Jeffery L. Podawiltz  
Date GLYNN & FINLEY, LLP  
7 Jeffery L. Podawiltz, Esq.  
Attorneys for Defendant General Electric Company  
8  
9 IT IS HEREBY ORDERED:  
10 Dated: March 17, 2006.

11   
12 ~~John F. Worldwide~~ UNITED STATES MAGISTRATE JUDGE  
13

14 /croman.po  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## **EXHIBIT A**

2 DECLARATION OF \_\_\_\_\_ UNDER AGREEMENT  
3 AGAINST UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION  
4 AND STIPULATED PROTECTIVE ORDER

6 I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.
2. My present employer is \_\_\_\_\_.  
\_\_\_\_\_.
3. My present occupation or job description is \_\_\_\_\_.  
\_\_\_\_\_.

11       4. I hereby acknowledge that I may receive information designated as CONFIDENTIAL  
12 under the AGREEMENT in the above lawsuit, and I certify my understanding that such information  
13 is provided to me pursuant to the terms and restrictions of the AGREEMENT AGAINST  
14 UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND  
15 STIPULATED PROTECTIVE ORDER dated February 28, 2006 (the AGREEMENT).

16        5. I further state that I have been given a copy of and have read the AGREEMENT, that  
17 I am familiar with the terms of the AGREEMENT, that I agree to comply with and to be bound by  
18 each of the terms thereof, and that I agree to hold in confidence any information disclosed to me  
19 pursuant to the terms of the AGREEMENT.

20        6. To assure my compliance with the AGREEMENT, I hereby submit myself to the  
21 jurisdiction of the United States District Court, Eastern District of California for the limited purpose  
22 of any proceedings relating to performance under, compliance with or breach of this AGREEMENT.

23        7. I understand that I am to retain all of the materials that I receive which have been  
24 designated as CONFIDENTIAL in a container, cabinet, drawer, room, or other safe place in a  
25 manner consistent with this AGREEMENT; that I am to make no copies or other reproductions of  
26 any of such materials; that all such materials are to remain in my custody until I have completed my  
27 assigned duties, whereupon they are to be returned to the party who provided them to me; and that  
28 any materials, memoranda, work notes, or other documents derived from documents designated as

1 CONFIDENTIAL or containing any information contained therein are to be delivered to the party  
2 who provided the designated materials. Such delivery shall not relieve me from any of the  
3 continuing obligations imposed upon me by the AGREEMENT. I further agree to notify any  
4 stenographic or clerical personnel who are required to assist me of the terms of the AGREEMENT.  
5 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
6 and correct.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Date: \_\_\_\_\_

(Signature)

3512\pld\croman\p-stip.protective